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COSTCO WHOLESALE CORPORATION

d/b/a **COSTCO WHOLESALE**

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

BETTY BELTRAN, individually,

Plaintiff,

v.

COSTCO WHOLESALE CORPORATION,
d/b/a COSTCO WHOLESALE; DOES 1
through 100 and ROE CORPORATIONS 1
through 100, inclusive,

Defendants.

Case No. 2:23-cv-01461-JAD-EJY

STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER

Pursuant to the Stipulation contained herein by and among counsel for Plaintiff, Betty Beltran (Plaintiff), and counsel for Defendant, Costco Wholesale Corporation *d/b/a* Costco Wholesale (Defendant), the Court hereby finds as follows:

WHEREAS Plaintiff seeks discovery of confidential, proprietary and trade secret documents and information from Defendant, regarding certain practices, procedures, and guidelines and information that would not ordinarily be disclosed to the public and that disclosure or misuse of such materials would cause competitive harm, divulge trade secrets, raise privacy concerns, and violate confidentiality provisions set forth in contracts binding on

1 the parties.

2 WHEREAS, Costco requires protection against the unrestricted disclosure and use of
3 such Confidential Information;

4 THEREFORE, it is ordered, adjudged and decreed that:

5 1. This Confidentiality Agreement and Protective Order shall govern all Confidential
6 Information revealed in the above-referenced lawsuit, whether the Confidential Information is
7 contained in documents produced, answers to interrogatories, deposition testimony and/or any
8 other oral or written responses to discovery conducted in this matter, whether it is revealed by
9 Costco or any other party or third-party.

10 2. A party shall indicate that information is Confidential Information hereunder by
11 producing a copy bearing a stamp or label signifying that it is "Confidential." In the case of
12 testimony or any other oral information, it shall be sufficient for a party to state that the
13 Confidential Information is confidential pursuant to this Agreement and Protective Order at the
14 time such testimony or oral information is given or conveyed. Alternatively, a party may
15 designate testimony as Confidential hereunder by marking the transcript containing Confidential
16 Information with the word "Confidential" within thirty days (30) days of receipt of the transcript
17 of said testimony. A party may object to the designation of Confidential Information by
18 notifying the other party of such objection within fourteen (14) days of receipt of the materials
19 so designated. Thereafter, the attorneys for each party shall confer in good-faith to try and
20 resolve the issue(s). If no such resolution can be reached, the party seeking confidentiality shall
21 file the motion to enforce confidentiality the designation within fourteen (14) days of the
22 conference between counsel. Confidential Information shall be treated as Confidential hereunder
23 unless and until the Court rules otherwise. The failure of a party to challenge the designation of
24 Confidentiality within the time frames referenced herein shall amount to a waiver of any
objection thereto.

3. Confidential Information obtained by or produced to any party shall be held in
confidence and revealed only to counsel of record, paralegals and secretarial employees under
counsels' direct supervision, the parties themselves for purposes of deposition, qualified persons

1 taking testimony in this litigation involving such Confidential information, and necessary
2 stenographic, videotape, and clerical personnel; outside vendors employed by counsel for
3 copying, scanning and general handling of documents; the Court hearing this litigation and the
4 Court's staff, subject to the Court's processes for filing materials under seal; and Third-party
5 neutrals assisting in the alternative dispute resolution proceedings and their staff (e.g. mediators,
6 settlement conference judges, special masters, etc.) and such persons as are employed by the
7 parties or their counsel to act as experts, investigators or consultants in this case. All
8 Confidential Information must be maintained in counsels' office, with the exception of
9 documents and/or information provided to individuals employed to act as experts in this case.
10 The parties shall take all steps reasonably necessary to see that no person shall use, disclose,
11 copy or record Confidential Information for any purpose other than the preparation or conduct
12 of this case.

13 4. All Confidential Information shall be used solely for the purpose of maintaining the
14 present litigation, including any appeals or retrials, and not for any other purpose(s). Under no
15 circumstances shall Confidential Information be disclosed to anyone other than the persons
16 designated above, and the parties shall not disclose such Confidential Information to any
17 undesignated person during or after the termination of this litigation. Moreover, no Confidential
18 Information shall be disclosed to a competitor (direct or indirect) of Costco, whether for the
19 purposes of this litigation or otherwise.

20 5. If any party misuses or improperly discloses Confidential Information in
21 violation of this Order, any other party may move the Court for enforcement of this Order and/or
22 sanctions that the Court deems appropriate under the circumstances, if any. Any party who
23 claims that a violation of this Order has occurred shall have the burden of proof on that issue.

24 6. Each party will endeavor to make reasonable efforts to ensure that materials and
documents that should bear the Confidential legend are so labeled in fact. A failure to do so
designate any document or material shall not be deemed a waiver of the confidentiality
protection. In the event a party belatedly determines that any document or material should be
designated as Confidential under this Stipulation and Order, or if an unauthorized or inadvertent

1 disclosure of attorney work product or attorney client privilege materials occurs, such party will
2 so notify the other party and the other party shall either agree to accept that notification and
3 arrange to comply with the remaining provision of this Stipulation and Order to such late
4 designated documents and materials or shall, after attempting to resolve the dispute with
5 opposing counsel informally, file a motion to challenge the assertion of confidentiality and
6 tender the subject documents for in camera review with the motion.

7 7. Before any Confidential Information is disseminated or disclosed to any of the above-
8 designated persons, such person shall (a) read this Confidentiality Agreement and Protective
9 Order in its entirety; and, (b) agree to all provisions of this Confidentiality Agreement and
10 Protective Order.

11 8. All depositions, pleadings and reports in which Confidential Information is discussed,
12 documented or referred to shall themselves be deemed Confidential Information and shall be
13 subject to this Order. Should a party use any Confidential Information in any pleading filed with
14 the Court, that party shall, at the time of filing, request that the court impound the specific
15 portion of the pleading containing the Confidential Information.

16 9. Upon final termination of this litigation, each person subject to this Confidentiality
17 Agreement and Protective Order shall return all Confidential Information to counsel for Costco
18 within thirty (30) days after the final disposition of this matter. Documents that contain notations
19 of counsel may be destroyed rather than returned, but it shall be the responsibility of counsel to
20 ensure the documents are destroyed.

21 10. The disclosure of any Confidential Information by Costco shall not serve to waive
22 any of the protections provided by this Confidentiality Agreement and Protective Order with
23 respect to any other Confidential Information.

24 11. No person who has received Confidential Information shall seek to vacate or
otherwise modify this Order at any time.

12. Nothing in this Confidentiality Agreement and Protective Order shall restrict
Costco's right to object to the disclosure of documents or information otherwise objectionable,
protected or privileged pursuant to the Nevada Rules of Civil Procedure, federal or state law, or

1 to seek a protective order preventing disclosure or limiting the discovery of Confidential
2 Information, or to seek a protective order preventing disclosure or limiting the discovery of
3 information or material that is objectionable on other grounds, regardless of whether or not such
4 material may also constitute Confidential Information pursuant to this Confidentiality
5 Agreement and Protective Order.

6 IT IS SO STIPULATED.

7
8 June 21, 2024

June 21, 2024

9 **RANALLI ZANIEL FOWLER &
MORAN, LLC**

NAQVI INJURY LAW

10 */s/ George M. Ranalli*

/s/ Jason Miller

11 **GEORGE M. RANALLI, ESQ.**

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Attorney for Defendant

Las Vegas, NV 89147

Attorneys for Plaintiff

16 **ORDER**

17 IT IS HEREBY ORDERED.

18 DATED this 22nd day of June, 2024.

19 
20 UNITED STATES MAGISTRATE JUDGE
21 ELAYNA J. YOUCHAH
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